



State of Delaware

*The Department of Services for
Children, Youth and Their Families*

Request For Proposals #11-04

Division of Prevention and Behavioral Health Services

DESCRIPTION

Individual Residential Treatment Services

BIDDERS' CONFERENCE: No Bidders' Conference for this RFP
PROPOSALS DUE: BY 2:00 PM ET WEDNESDAY SEPTEMBER 8, 2010

The RFP schedule is as follows:

Date	DSCYF Contact: H. Ryan Bolles, Contract Administrator (302) 633-2701
NO Bidders' Conference	There will be no bidders' conference for this RFP. However, questions can be submitted to Ryan Bolles at herbert.bolles@state.de.us or at 302-633-2701.
Wednesday, September 8, 2010 by 2:00 pm ET	<p>Sealed cover letter and bidder proposals shall be submitted as follows:</p> <p>Please submit 1 original paper and electronic proposal marked "ORIGINAL" and 6 paper copies (marked COPY) along with 1 copy (either electronic or paper) of your most recent business fiscal audit or tax filing. Sealed letter and proposals <u>must</u> be delivered by 2:00 pm ET on Wednesday, September 8, 2010. Letters and proposals arriving after 2:00 pm ET will not be accepted.</p> <p><u>For these purposes an electronic copy can be either CD or DVD.</u></p> <p><u>ATTENTION: NEW EXPRESS & HAND DELIVERY ADDRESS</u></p> <p><u>Express Courier or hand deliver the sealed bids as follows:</u> State of Delaware Ryan Bolles Delaware Youth & Family Center 1825 Faulkland Road, Rm #177 Wilmington, DE 19805</p> <p>Upon hand delivery bidders may request a receipt for your records.</p> <p>Although it is not recommended to ship by the US Postal Service, if this is your preferred shipping method, please use the address provided above.</p> <p><u>The proposing firm bears the risk of delays in delivery.</u> The contents of any proposal shall not be disclosed to competing entities during the negotiation process.</p>
As soon as possible	The Department will work diligently to complete the proposal review and selection process in an expeditious fashion. Bidders should plan to be available to respond to questions from the review panel by telephone or in person, if necessary. However, proposals are expected to be able to stand alone based upon the written information submitted.
As soon as possible	Decisions are expected to be made and awards announced as soon as possible. Initial notification to successful bidders will be announced by telephone. The program manager will make notification of awards in writing to all bidders.

DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH & THEIR FAMILIES

Individual Residential Treatment Request for Proposals

Context:

The State of Delaware's Department of Services for Children, Youth & Their Families' (DSCYF) Division of Prevention and Behavioral Health Services (DPBHS) operates a statewide managed behavioral healthcare system serving eligible children and their families, providing clinically necessary mental health and substance abuse treatment services to children who are without insurance or who are covered by Medicaid or SCHIP.

Background:

DPBHS has recognized the need to improve its mid-range treatment services for youth in its continuum of services through both quality issues that have come to the attention of the department and the increase in evidence-based practices for this population. As a result, three problems have arisen:

1. Some youth continue to stay in very restrictive, intensive, high cost services longer than is clinically necessary.
2. Some youth go through multiple placements due to lack of appropriate selection and training of treatment foster parents and lack of therapeutic support provided to the treatment parents.
3. Some youth remain in Individual Residential Treatment beyond the expected length of stay due to the lack of appropriate services individualized to the needs of the client and/or lack of appropriate planning and work with the family/future placement.

DPBHS seeks to address these problems by improving the Individual Residential Treatment Services available to latency and adolescent aged youth. This improvement will occur by the adoption of evidence based practices for this service and the appropriate implementation of these practices including the monitoring of performance and outcomes measures. This service will continue to reduce utilization of institutional residential treatment by creating an evidence-based, less restrictive, and more efficient service of limited duration (Average Length of Stay of 6 months) in Delaware that provides clinically appropriate treatment in an in-home, in-community setting.

“Evidence-based practice is defined as an intervention, program, procedure, or tool with empirical research to support it *efficacy* and/or *effectiveness*. Efficacy refers to the capacity of an intervention to produce the desired effect when tested under carefully controlled conditions. These conditions replicate those found in a laboratory setting; the methodology utilized in this research is highly selective in terms of the sample, the training and supervision of staff, and the implementation of the practice (Chorpita, 2003). Effectiveness refers to the capacity of an intervention to produce the desired effect when utilized in a general proactive setting, where the power to control confounding factors is reduced (Nathan & Gorman, 2002). Ideally effectiveness trials follow efficacy trials and are an intermediate step between initial efficacy testing and widespread dissemination (Chaffin & Friedrich, 2004).” (Piescher, Shmidt & LaLierte, 2008)

Request for Proposals:

DPBHS wishes to purchase evidence-based Individual Residential Treatment Services provided in an in-home setting. Primary use of this service will be to reduce the length of stay in institutional residential treatment by providing an appropriate step-down service following institutional residential treatment, where clinically appropriate, to prepare the individual for permanent placement. This RFP is for services to be provided to youth who have completed their treatment goals in a Residential Treatment Center.

Interested providers who meet the minimum criteria set below should respond in writing, with written certification and evidence that they meet the minimum criteria. Included in the response must be the practice and the methods and organizations used to identify it as an Evidence-Based Practice. Responses will be evaluated by DSCYF and providers who meet the criteria may be awarded contracts for the provision of this service.

The format for proposals is provided as part of this request for proposal. Responses to each category are mandatory in order for a proposal to be reviewed by DSCYF.

Availability of Funds, Payment and Term

The Department plans to enter into a three-year agreement with the successful bidder(s), but reserves the right to extend the agreement one or two additional years. The Department reserves the right to reject any and all proposals based solely on cost. The initial contract year will begin as close as possible to October 1, 2010. Contract renewal is contingent upon satisfactory performance and availability of funds. DSCYF reserves the right to structure contracts for multi-year periods up to five years.

Payment will be per diem-based only. DSCYF agrees to pay a per-diem rate up to \$190 (the current rate and nationally competitive) for the requested IRT services. Program-funded/Cost reimbursable proposals will be disqualified. There will be no start-up funding. The proposing organization is to justify its cost proposal. All proposals shall include a minimum of \$95.00/day to go to the treatment parent.

The successful bidder must accept full payment by conventional check and/or other electronic means and/or procurement (credit) card at the State's option, without imposing any additional fees, costs or conditions.

Description of Individualized Residential Treatment (IRT) Service:

- IRT is a behavioral health residential treatment based on the use of highly trained treatment parents to implement individualized treatment in their own home on a continuous basis (24/7) under the clinical supervision of licensed professionals for a limited period or time to prepare the youth for a more permanent placement in his/her community.
- A Professional Parent Home Setting for youth with emotional or behavioral disorders or who may have sexual abuse and behavioral issues, substance use disorders, difficult to manage behaviors, and/or cognitive impairments.

- One client per home. The appropriateness and number of biological children of the professional parents who reside in the home during the client's admission for treatment will also be taken into consideration on a case-by-case basis. Preference is for only one additional child in the home. In special circumstances (e.g. siblings), the admission of two clients to a treatment home may be given consideration. The presence of more than one biological child in the home must also be given special consideration. Special consideration is defined as a treatment team meeting of all parties involved to discuss the appropriateness of this exception and the discussion and results of the meeting documented. The team must then secure the approval of the Program Administrator from DPBHS prior to the placement of the child.
- Professional treatment parents serve as primary therapeutic interventionists, responsible for providing services under the direction of a licensed mental health therapist. Services are based on a comprehensive evaluation conducted by the provider (an integrated assessment to cover the medical, psychological, social, behavioral and developmental areas) specifically developed to address the strengths, limitations, issues, and abilities of the individual clients. Services will include a therapeutic environment, general guidance, supervision, behavior management skills development and other mental health and rehabilitation services designed to improve the youth's condition. Services will modify in intensity depending on the requirements of the youth as documented in the treatment plan, without change in residential setting.

The professional treatment parents will:

- Be screened and selected using a specified set of standards in conjunction with the Delacare Foster Standards as outlined by the agency in their proposal
- Agree to and pass a criminal and child abuse background check and agree to identify other family members and friends who visit the house on a regular basis so they can have a criminal and child abuse screen completed
- Be competent to serve as treatment parents by virtue of a combination of education (e.g. B.A./B.S.), training and experience.
- Participate in the development of and implement their roles in treatment/educational/vocational plans, arranging for appropriate ancillary services, including transportation as needed
- Provide other care and supervision ordinarily provided by a parent
- Maintain the appropriate level of safety for the child in the home at all times.
- Advocate for the child, making collateral contacts with schools, etc. as necessary to support the child
- Work directly, under clinical supervision, with biological/adoptive/foster families as indicated in the treatment plan to teach and model appropriate social interpersonal and parenting skills
- Have one of the trained parents free from other obligations at all times to be available as a treatment parent, to provide consistent, ongoing interventions and support to the child in treatment in home/school/community
- Will not be an active Foster Care parent with the Division of Family Services (DFS) while serving as an IRT parent.

The provider organization:

The provider organization provides recruitment, training, treatment and discharge planning, coordination of care, and supervision of the treatment parents, respite parents, behavioral health therapists, and behavioral healthcare aides. The provider organization is to use an evidence-based model for provision of services and is responsible for the quality, outcomes and satisfaction of these services. Specifically, the provider will provide:

- A minimum of 40 hours of evidence-based training prior to an IRT parent serving as a professional treatment parent
- Continuing education per parent (minimum of 30 hours of evidence-based training/year)
- Matching of clients with IRT parents who have the specific skills to treat the needs of the individual client
- Individualized treatment planning with all involved parties based on the individual's strengths, limitations, needs and abilities
- Assistance in the transition of the client from the Residential Treatment Center to the IRT setting
- A behavioral health therapist and/or behavioral analysts (licensed mental health professional) intervention with child/treatment parents (indicate the amount of time for each intervention per week in the proposal)
 - Therapist intervention with child and /or family as indicated
 - In-home clinical supervision of treatment parents
 - Family therapy with the biological/adoptive/foster parents.
 - Collateral/indirect contacts on child's behalf (e.g. with schools)
- A behavioral health aide to work with the child on the clinically appropriate, objectives in the treatment plan (Indicate amount of time per week for the behavioral health aide)
- Respite care for the treatment parents utilizing a plan that selects appropriate respite parents and informs them of the treatment plan during the respite periods to prevent interruptions in consistency of interventions
- 24/7 on-call mental health intervention, to include on-site crisis intervention as necessary. If the client's behavior appears to signal that he/she may be approaching a crisis, the provider will alert the DPBHS crisis unit, and have written instructions on how to contact the provider if there is an emergency.
- An evidence-based unifying theoretical model to guide active intervention for the client in treatment and extension of that intervention to school/community/home
- Coordination of treatment with DPBHS treating professionals, treatment parents, biological/adoptive/foster families and other involved parties
- Conduct treatment planning meetings within the first 10 days of admission and at a minimum of every 45 days thereafter
- Conduct discharge planning upon admission of the client and continue throughout the client's stay with an emphasis on the development of the skills needed for their permanent placement and identification and coordination of services needed after discharge in collaboration with the Clinical Services Management Team (CSMT)

- Utilize performance improvement, outcomes studies and satisfaction surveys to identify areas in the provision of services requiring specific attention and improvement
- Psychiatric services when indicated
- Certification of licensing as a child placement agency in Delaware is a required condition of contract execution
- The provider may work with Department of Family Services (DFS) to provide therapeutic foster care for dependent IRT youth once the IRT placement is completed. See Attachment II for the Department's Policy #209 on Services Coordination.

Target Population:

DSCYF adolescent clients with significant mental illness or behavioral health disorder who no longer require residential treatment in an institutional setting and who can benefit from this treatment. The need for this service is for approximately 10-12 children at any given time across the state. Length of stay will vary depending on the individual child; however based on recent evidence CMHS is expecting an ALOS of 6 months per client. The provider will describe in detail the population they can and cannot work with in this level of care and the estimated length of stay for clients based on the evidence-based model being used. Please see Attachment I for sample client profiles. Youth in the target population may also be active with the Department of Services for Children, Youth and Their Families as clients of juvenile justice (with the Division of Youth Rehabilitative Services) and/or clients of abuse and neglect (with the Division of Family Services).

Anticipated Number of Clients to be Served:

It is anticipated that DPBHS will serve 15-20 youth with this service in FY 2011 and each client will have a 6 month ALOS. DPBHS anticipates purchasing more of the service if experience (clinical and financial) demonstrates the clinical and cost effectiveness of this approach.

DPBHS may authorize behavioral healthcare services based on clinical necessity (e.g. psychiatric hospitalization), which are not to be paid for by the IRT service/provider.

Cultural Competency: DPBHS encourages all providers in its network to ensure that treatment provided occurs in a context of cultural competency. For this particular treatment service, it is expected that parents who are of varying cultural and ethnic backgrounds and/or bi-lingual (Spanish/English) will be required. In the Methods part of the response, organizations should highlight recruitment methods aimed at such parents.

Performance Measures:

DPBHS will evaluate provider and client success in this service primarily by the following key indicators:

- **Client Indicators**

- Number of school days child attends while in treatment (based on provider report). Target –95% of days of school attended monthly.

- Proportion of time client is successfully maintained in treatment (i.e. not requiring deeper end service such as institutional residential treatment psychiatric hospital or detention/secure care during course of treatment in IRT) Target – 100% per month.
- Client, IRT parent and natural/biological parent satisfaction surveys completed at periodic intervals. Target – 80% in the satisfied to highly satisfied range.
- Client outcomes studies completed at periodic intervals. Target – to be determined by the provider based on the outcomes measures they utilize.

- **Provider Indicators**

- Compliance with initial and ongoing IRT parent education. Target – 100% per month.
- Compliance with behavioral therapist contacts. Target – 100% per month.
- Compliance with behavioral aide contacts. Target – 100% per month.
- Placement disruptions which are defined as any permanent change in a client's placement. Target – 0% per month.
- Individualized treatment plans that are updated on a regular basis to reflect the client's progress/lack of progress. Target - 90%.
- Progress notes demonstrate progress/lack of progress on client's treatment goals and objectives. Target – 90%.
- Treatment Team meetings and Coordination of care is documented in the client's records. Target – 90%.

Review of Proposals:

Proposals will be evaluated and rated by staff of the Department of Services for Children, Youth and Their Families (it is anticipated that all divisions will be represented on the review group). DSCYF reserves the right to include non-DSCYF staff on the panel. Rating of proposals will be conducted on the following criteria:

MANDATORY REQUIREMENTS TO BE SUBMITTED FOR CONSIDERATION	
Completed Cover Page	
Written evidence of Accreditation by national accrediting body as a behavioral healthcare provider and a copy of the last survey report and self-study report if last survey was 18 months or more from the due date of this proposal.	
Provider has an office in Delaware and provides written documentation that it is a certified Delaware Child Placement Provider	
Name/contact information of purchaser of IRT service or similar services provided by proposing organization.	
ALL DSCYF forms included in RFP	
CRITERION for Proposal Evaluation/Rating	% Scale
Written evidence that provider has provided high quality Individual Residential Treatment Service or similar service before	10
Description of Evidence-Based Practice for Individual Residential Treatment Service to be provided in Delaware by proposing organization	20
Identification of a range of utilization levels and plan to implement the changes in the service.	5
Written description of the target population and assurance that the provider will serve this population adhering to the guidelines described in the DSCYF Request for Proposals for IRT including ability to handle developmentally disabled clients and clients with disruptive behaviors.	10
Quality of the staffing plan for the IRT service	10
Quality of Treatment Parent Recruitment Plan/Process and Training	10
Quality of screening standards for IRT and Respite Parent selection	5
Quality of Respite Plan	5
Quality of Coordination of Care and Discharge/Permanency Planning Procedures	5
Written description of provider's quality assurance plan to ensure services are provided as per agreement if awarded a contract	10
Prior experience/reputation and demonstrated ability of the organization with DSCYF and/or other State agencies for this or any service	5
Cost (ie, competitiveness, reasonableness) comparison to the open-market and other proposals	5
Total Points Possible	100

OUTLINE FOR THE RESPONSE TO THE RFP

Submission Instructions - FY 2011

Failure to follow Departmental procedures may disqualify an applicant organization.

NARRATIVE DESCRIPTION OF THE PROJECT

A narrative description of the project must be submitted. Please use the format provided below. If your application package contains questionnaires, forms, etc. please include them at the end in a separate appendix.

In describing the project, please be as specific as possible.

1. Project Description and Objectives of Individual Residential Treatment Service to be provided. This description shall include the evidence-based model being used and a brief description of the model (including any/all supports).
2. Description of the target populations and any populations or regions of the state that the provider is unable or unwilling to work with.
3. Number of Individual Residential Treatment homes/slots provider is proposing to provide in the different regions of the state for FY 2011.
4. Description of the treatment process to be utilized in the program and the evidence-based model(s) supporting the method. This section shall include
 - a. The plan to provide the professional treatment services including the frequency each service will be provided. The plan to provide for psychiatric services when indicated is to be explained in this section.
 - b. Description of the process of matching an individual client to the appropriate IRT parents.
 - c. Description of the transition process from the Residential Treatment Center to the IRT parents.
 - d. The treatment Planning process and participants.
 - e. Description of the anticipated average length of stay and basis for this.
 - f. The discharge planning process - include in this section the anticipated living environments the clients will be transitioning to following completion of IRT and how this transition will occur. Also include a description of how the provider will handle discharge planning and placement of dependent youth in conjunction with DFS, and when the provider anticipates that a client will not be able to return home and will need to be determined to be dependent by DFS for placement in Foster Care. See Attachment II for the Department's Policy #209 on Services Coordination.
 - g. The use of respite services, how clients are matched to respite parents, and the method used to inform respite parents of the treatment plan prior to receiving the client.
 - h. Efforts aimed at preventing unplanned placement changes and/or interruptions.
 - i. Description of plan to handle crises 24 hours per day 7day per week and efforts aimed at preventing crisis situations from developing.
 - j. Definition and process of handling and reporting untoward incidents.

- k. Description of cultural competency and efforts to maintain cultural competency.
- 5. Project Methods:
 - a. Description of Staffing Plan for the service to include the following:
 - i. Organizational Chart
 - ii. Description of Clinical Supervision of the program
 - iii. Description of type and frequency of supervision of non-licensed staff.
 - b. Description of Treatment Parent Recruitment and Selection Plan/Process including the criteria for selecting and screening treatment and respite parents and inclusion of culturally and ethnically diverse and bilingual parents. Include in this section what background checks and interviews are conducted to ensure the safety of the youth on the IRT parents, Respite Parents and other individuals the child may regularly come into contact with at these homes.
 - c. Description of plan to ensure that selection of parents is within a wide enough geographical area to allow discharge planning activities to occur statewide.
 - d. Description of Treatment Parent Training including model being used and topics covered in the initial training and the annual trainings.
 - e. Description of Respite Parent Recruitment and Selection Plan/Process including the criteria for selecting and screening respite parents and inclusion of culturally and ethnically diverse and bilingual parents.
 - f. Description of Respite Parent Training including model being used and topics covered in the initial training and the annual trainings.
 - g. Timetable and specific action steps for implementation plan provider will follow to provide the Individual Residential Treatment service in Delaware beginning October 2010.
- 6. Performance Improvement: Description of internal (to the provider organization) performance improvement plan/process to be in place to ensure that the Individual Residential Treatment service is in place and being provided in accordance with the requirements of the agreement with DSCYF. All proposals must describe how the applicant will monitor the quality of services delivered based on the Performance Measures outlined in this proposal and present a detailed plan for measuring the effect of the service on project objectives. Include samples of instruments to be used to measure outcomes and satisfaction where applicable. Plans to improve the service when it is not meeting the Performance Measures are also to be included. The proposal must also include the plan for submitting these results and changes made based on the results to DPBHS on a monthly basis to the DPBHS Program Administrator. Please note that a DPBHS may request additional information, including a review of client records, as a provision of the contract or at any time during the contract period.
- 7. Description of a difficult case that your agency experienced and the lessons learned from that experience. Special emphasis should be placed on cases that had multiple placements and efforts that you have adopted to prevent placement disruption and improve permanency planning for clients. Also describe plans to handle situations like these in the future prior to the initial placement having to be disrupted.

IRT Proposal-Specific Assurances to be included at end of Narrative Description:

1. Written evidence of accreditation by national accrediting body as a behavioral healthcare provider
2. Certification as a Delaware Child Placement Agency
3. Assurance that the proposing provider organization will agree to provide Individual Residential Treatment service at a rate not to exceed the per diem quoted if selected (with a minimum of \$95/day going to the treatment parent).
4. Written assurance the provider will serve the target population described in the DSCYF Request for Proposals for Individual Residential Treatment.

DESCRIPTION OF THE ORGANIZATION

The purpose of this section is to assist the Review Committee to determine the ability of the organization to provide the services described in the application. The response should contain at a minimum the following information:

- Brief history of the organization including accreditation status if applicable. Written evidence that provider has experience providing the Individual Residential Treatment Service or similar services.
- Description of past experience providing this type of service effectively at the population size being considered for this RFP.
- Description of experience working with adjudicated and non-adjudicated youth with sexually inappropriate behaviors.
- Depth of experience with behavioral analysis.
- One or more specific purchasing organizations (with individual contact name and phone number and address) which have purchased
 - a. Individual Residential Treatment services from the bidder OR
 - b. Other, similar treatment services from the bidder (specify which) from the bidder organization making the proposal.
- A copy of the report from the last accreditation survey, and self-study report if the last survey was 18 months or more prior to the due date of this proposal, is to be submitted with the application as an attachment.
- Bidding agency shall provide a list of all State of Delaware and/or Federal contracts currently held or held in the past 3 years along with a contact name and phone number for the State and/or Federal agency

BUDGET SECTION

The Review Committee will examine all budget materials successful applications. Each proposal should contain a Budget Section which has the following:

- o An IRT per-diem rate of up to \$190 (with a minimum of \$95/day going to the treatment parent).
 - The assumptions used to arrive at a unit cost based on the Narrative Description of the Project must be included in detail in the budget section.

- Any costs associated with additional services such as psychiatric services and any potential costs of transitioning the youth from the RTC to the IRT parents (i.e. cost associated with engaging a foster family, biological family, etc.) are to be explained in detail.
- The use of Respite parents must be included in the overall unit cost and explained in the assumptions, or it may be listed as a separate unit cost with the expected utilization based on the average length of stay of each youth.

All unit costs proposed are to be fully-loaded. There shall be no additional costs for the IRT services beyond that which is bid.

- o Each organization is required to submit one copy of its last full fiscal year's tax filing or audit, and non-profits must also submit one copy of last year's I.R.S. Form 990. This copy may be in an electronic format of either CD or DVD.

Appendices:

- 1) The DPBHS Provider Manual is available at:
http://kids.delaware.gov/pdfs/cmh_11_ProviderManualRevised07012009.pdf

The FY 11 version will be incorporated into the contract for IRT by reference. DPBHS is a public managed care organization, which authorizes services to be provided to clients/members in our system of care. This manual explains the unique relationships between DPBHS and its network of providers of behavioral health services.

- 2) Resources

Piescher, K.N., Schmidt, M., & LaLiberte, T. (2008). Evidence-Based Practice in Foster Parent Training and Support: Implications for Treatment Foster Care Providers. Center for Advanced Studies in Child Welfare. University of Minnesota School of Social Work.

ATTACHMENT I

INDIVIDUAL RESIDENTIAL TREATMENT **SAMPLE CLIENT PROFILES**

Below are profiles of children/adolescents who might be referred by DPBHS to Individual Residential Treatment (IRT). Although the cases presented are fictional, the problems are taken from actual cases.

CLARA is a mixed race adolescent who identifies herself as African-American. Her maternal grandparents raised her since the age of two, after her mother was murdered and she was removed from the care of her father (whom authorities believed had killed his wife, despite the fact that sufficient evidence was never gathered for legal charges). Family history is positive for substance abuse, depression, and suicide in first order relatives. Clara's family believes her father had sexually abused her. She reports having been raped by an acquaintance at the age of twelve. Clara was not following her grandparent's rules and was admitted to an RTC due to the risk behaviors of frequently running away from home, use of street drugs, and engaging in sex with multiple partners. She tested positive for marijuana after many of the AWOLS. After 9 months in an RTC, Clara is ready for discharge and needs residential step-down care because her grandparents, although they have an improved relationship with Clara, they cannot provide a home for her. Although the clinical services management team and the RTC staff feel they have addressed some of Clara's primary treatment goals pressing treatment goals, she is still oppositional and very sexualized.

JOHN is a 16-year-old young man with a history of recurrent major depression and avoidant personality features. After 12 months at the RTC, his depression is stabilized. He is sleeping better and has regained some weight. He is somewhat better able to concentrate and can enjoy computer activities again. When John is overwhelmed in an academic or social context, he develops suicidal ideation. Although he is a regular education student and can perform well academically, he can be very difficult to get to school when he is feeling overwhelmed. John has no family; his mother committed suicide and his father is unknown. Due to intermittent suicidal ideation, depression and interpersonal concerns, he will respond best to a highly individualized home-based treatment which can reinforce the cognitive behavioral treatment he is receiving and monitor his self administered medication.

DIANE is a fifteen-year-old girl who has been in foster care since the age of 10 due to a history of physical and sexual abuse by her biological parents. She has spent the past twelve months in twenty-four hour services, including three psychiatric hospitalizations and frequent contacts with the crisis services. Her current diagnoses are ADHD, Oppositional Defiant Disorder, PTSD and rule out Bipolar Disorder. Diane has a history of being extremely impulsive, having poor judgment and being sexually promiscuous. Although the DPBHS clinical services management team and the RTC staff feel they have addressed Diane's primary treatment goals during her 8 month stay in RTC, her previous foster parents do not feel they can manage her impulsive behaviors and oppositional nature at this time. She will need to return to her foster parents once she can demonstrate a decrease in her impulsivity and oppositional behaviors in the community. The foster parents will need assistance in feeling confident that these behaviors have decreased and that they can handle problem behaviors when discharged from IRT back to her foster parents.

BRUCE is a fourteen-year-old who has spent the last 13 months in a Residential Treatment Center. His current diagnoses are mild mental retardation, ADHD, and PTSD. Bruce has a history of being impulsive, aggressive, sexually inappropriate behavior with himself, having poor judgment related to social situations, and difficulty with authority figures. He responded well to the treatment interventions in the Residential Treatment Center. However, the team has concerns about his ability to maintain these changes with his mother due to his intellectual difficulties, her history of problems parenting him, her recent marriage, and his continued problems with impulsivity and poor judgment.

Attachment II

Department of Services for Children, Youth & Their Families

Policy #209

“Department Services Coordination”

Internet Link: http://kids.delaware.gov/pdfs/pol_dsc209_ServiceCoordination.pdf

ATTACHMENT III:

BIDDER'S FORMS AND INSTRUCTIONS

DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH & THEIR FAMILIES

Submission Instructions

Failure to follow Departmental procedures may disqualify an applicant organization.

I. FORMAT

Proposals should be printed on 8 1/2" x 11" paper. To be considered all proposals must be submitted in writing and respond to the items outlined in this RFP. Videos will not be presented to the panel. Binding, color graphics and extensive attachments are unnecessary.

To be considered, vendors must submit a complete response to this RFP. An official authorized to bind the vendor to the proposal must sign proposal documents. The successful vendor must be in compliance with all licensing requirements of the State of Delaware.

Vendors may be called, only at the discretion of the issuing office, for an interview concerning their proposal. The State reserves the right to reject any non-responsive or non-conforming proposals.

II. QUESTIONS

All questions regarding this request for proposals should be directed to H. Ryan Bolles by email at herbert.bolles@state.de.us or if necessary by fax at 302-633-2701. Please include your contact information so that you can be contacted. Ryan Bolles can also be reached at 302-633-2701. Content questions will be forwarded to the appropriate program administrators. RFP updates and answers to significant content questions will be posted on the Department's web site (www.kids.delaware.gov scroll and click on "RFPs" under "Information. Please refer to this web site often for updates.

III. ETHICS LAW RESTRICTIONS

Neither the Contractor, including its parent company and its subsidiaries, nor any subcontractor, including its parent company and subsidiaries, may engage, directly or indirectly, any person who, while employed by the State of Delaware during two years immediately preceding the date any Contract entered into as a result of this request for proposals, gave an opinion, conducted an investigation, was directly involved in, or whom otherwise was directly and materially responsible for said service described herein in this request for proposal in the course of official duties as a state employee, officer or official. The Department shall determine, at its sole discretion, whether a person was directly and materially responsible for said program, project, or contract or any other program, project, or contract related to the service described in any contract entered into as a result of this request for proposals.

IV. PROPOSALS BECOME STATE PROPERTY

All proposals become the property of the State of Delaware and will not be returned to the contractor. Proposals to the State may be reviewed and evaluated by any person other than competing vendors at the discretion of the State. The State has the right to use any or all ideas presented in reply to this RFP. Selection or rejection of the proposal does not affect this right.

V. RFP AND FINAL CONTRACT

The contents of the RFP may be incorporated into the final contract and become binding upon the successful bidder. If the bidder is unwilling to comply with the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the State.

VI. PROPOSAL AND FINAL CONTRACT

The content of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The content of the successful proposal may be included by reference in any resulting contract. All prices, terms, and conditions contained in the proposal shall remain fixed and valid

for ninety (90) days after the proposal due date. Contract negotiations will include price re-verification if the price guarantee period has expired.

VII. MODIFICATIONS TO PROPOSALS

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

VIII. COST OF PROPOSAL PREPARATION

All costs of proposal preparation will be borne by the bidding contractor. All necessary permits, licenses, insurance policies, etc., required by local, state or federal laws shall be provided by the contractor at his/her own expense.

IX. EVALUATION REQUIREMENTS AND PROCESS

The Proposal Review Committee shall determine the firms that meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981, 6982. The Committee may interview at least one of the qualified firms. The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the award to the contracting Division Director of this RFP, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982 to award a contract to the successful firm in the best interests of the State of Delaware. The Proposal Review Committee reserves the right to award to one or more than one firm, in accordance to 29 Del. C. § 6986.

The Proposal Review Committee shall assign up to the maximum number of points as stated for each Evaluation Item to each of the proposing firms. All assignments of points shall be at the sole discretion of the Proposal Review Committee.

The Proposal Review Committee reserves the right to:

- Select for contract or for negotiations, a proposal other than that with the lowest costs.
- Accept/Reject any and all proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all contractors during the review and negotiation.
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time. The Department reserves the right to contract with more than one vendor.

All proposals shall be evaluated using the same criteria and scoring process. Bidders may be scheduled to make oral presentations in support of their written proposals. The Review Panel will assess the strength and clarity of any oral presentation and combine the evaluations of both written and oral presentations (when applicable) in determining the overall evaluation of the proposal and in making recommendations. A summary of the Panel's recommendations will be available for review upon request.

X. REJECTION OF PROPOSALS

DSCYF reserves the right to reject any/all proposals received in response to this RFP. Any information obtained will be used in determining suitability of proposed support.

Any proposal called "not accepted" will mean that another proposal was deemed more advantageous or that

all proposals were not accepted. Respondents whose proposals were not accepted will be notified as soon as a selection is made, or if it is decided, that all proposals are not accepted.

Any proposal failing to respond to all requirements may be eliminated from consideration and declared not accepted.

The proposal must conform to the requirements of the Proposal Procedures and the Required Information Sections of the RFP. The State specifically reserves the right to waive any informalities or irregularities in the proposal format.

XI. RESERVED RIGHTS OF THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES

Notwithstanding anything to the contrary, the Department reserves the right to:

- o Reject any and all proposals received in response to this RFP
- o Select for contract or for negotiations a proposal other than that with the lowest costs
- o Waive or modify any information, irregularities, or inconsistencies in proposals received
- o Consider a late modification of a proposal if the proposal itself was submitted on time; and, if the modifications make the terms of the proposal more favorable to the Department, accept such proposal as modified
- o Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time
- o If negotiations fail to result in an agreement within a reasonable period of time, terminate negotiations and select the next most responsive proposer, prepare and release a new RFP, or take such other action as the Department may deem appropriate
- o Negotiate a renewal of the contract resulting from this RFP with appropriate modifications.

XII. STANDARDS FOR SUBCONTRACTORS

The prime contract with the contractor will bind sub or co-contractors to the terms, specifications, and standards of this RFP, resulting prime contracts, and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of the Department under this RFP with respect to the services to be performed by the sub or co-contractor. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the Department of Services for Children, Youth and Their Families.

All sub or co-contractors must be identified in the Contractor's proposal. The proposal's work plan must also state which tasks the sub or co-contractor will perform. Approval of all sub and/or co-contractors must be received from the Department prior to the contract negotiation.

The prime bidder will be the State's primary contractor.

XIII. CONTRACT TERMINATION CONDITIONS

The State may terminate the contract resulting from this RFP at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in this request and the resulting proposal.

The State shall provide the Contractor with 15 days notice of conditions which would warrant termination. If after such notice the Contractor fails to remedy the conditions contained in the notice, the State shall issue the Contractor an order to stop work immediately and deliver all work and work in progress to the State. The State shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

With the mutual agreement of both parties, upon receipt and acceptance of not less than 30 days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, through the failure of the State of Delaware to appropriate funds or through discontinuance of appropriations from any source, the State of Delaware shall have the right to terminate this contract without penalty by giving not less than 30 days written notice documenting the lack of funding.

XIV. NON-APPROPRIATION

In the event that the State fails to appropriate the specific funds necessary to continue the contractual agreement, in whole or in part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

XV. FORMAL CONTRACT AND PURCHASE ORDER

The successful firm shall promptly execute a contract incorporating the terms of this RFP within thirty (30) days after the award of the contract. No bidder is to begin any service prior to receipt of a State of Delaware Purchase Order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware. The Purchase Order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once the successful firm receives it.

XVI. INDEMNIFICATION

By submitting a proposal, the proposing firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, DSCYF, its agents, and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the firm, its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

XII. LICENSES AND PERMITS

In performance of this contract, the firm is required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful firm. By the time of contract signature, the firm shall be properly licensed and authorized to transact business in the State of Delaware as defined in Delaware Code Title 30, Sec. 2502.

XIII. INSURANCE

- A. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with a carrier satisfactory to the State.
 1. Workers' Compensation Insurance under the laws of the State of Delaware and Employer's Liability Insurance with limits of not less than \$100,000 each accident, covering all Contractors' employees engaged in any work hereunder.
 2. Comprehensive Liability -Up to one million dollars (\$1,000,000) single limit per occurrence including:
 - a. Bodily Injury Liability -All sums which the company shall become legally obligated to pay as damages sustained by any person other than its employees, caused by occurrence.

- b. Property Damage Liability -All sums which the company shall become legally obligated to pay as damages because of damages to or destruction of property, caused by occurrence
 - c. Contractual liability, premises and operations, independent contractors, and product liability.
 - 3. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury or death, and \$100,000 as to property damage.
- B. Forty-five (45) days written notice of cancellation or material change of any policies is required.

XIX. NON-DISCRIMINATION

In performing the services subject to this RFP, the firm agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful firm shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

XX. COVENANT AGAINST CONTINGENT FEES

The successful firm warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees and/or bona-fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul the contract without liability or at its discretion and/or to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

XXI. CONTRACT DOCUMENTS

The RFP, the Purchase Order, and the executed Contract between the State and the successful firm shall constitute the Contract between the State and the firm. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Contract Amendments, RFP, Purchase Order and Vendor Proposal. No other documents shall be considered. These documents contain the entire agreement between the State and the firm.

XXII. APPLICABLE LAW

The Laws of the State of Delaware shall apply, except where Federal law has precedence. The successful firm consents to jurisdiction and venue in the State of Delaware.

XXIII. SCOPE OF AGREEMENT

If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

MANDATORY BIDDER FORMS

Each applicant shall complete the following forms which are included:

- o Organization Fact Sheet
- o Assurances
- o Certification, Representation, and Acknowledgements
- o Staff Qualifications Summary

Failure to complete these forms will seriously affect the ability of the review panel to evaluate the applicant's proposal and may be a factor in proposal rejections.

FOR YOUR RECORDS

One component of every DSCYF contract is the “Statement of Agreement”. This document spells out the legal obligations under which both the DEPARTMENT and the CONTRACTOR must operate. The document is included below as a courtesy for your review as you propose entering into a contractual agreement with the Department. This document is part of all contracts as they are being routed for signature to the successful bidders.

STATEMENT OF AGREEMENT THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES

WHEREAS, the DEPARTMENT has determined that:

The services described herein are required by the DEPARTMENT;

The CONTRACTOR possesses the necessary experience and skills and is equipped to efficiently and effectively perform any duties and assignments required to provide such services;

The CONTRACTOR is willing to provide such services and has provided a proposed budget or unit cost schedule for these services;

The CONTRACTOR’s proposal and budget or unit cost schedule are acceptable;

NOW, WHEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the PARTIES do hereby agree to the following:

ARTICLE I: DUTIES OF THE PARTIES

A. Duties of the DEPARTMENT

The DEPARTMENT shall:

1. Contract Manager. Identify a Contract Manager who shall be the primary program liaison with the CONTRACTOR on behalf of the DEPARTMENT.
2. Operating Guidelines. Provide the CONTRACTOR with the policies, reimbursement and operating guidelines, and any other written documentation held or developed by the DEPARTMENT that the CONTRACTOR may reasonably request in order to perform its duties hereunder.

B. Duties of the CONTRACTOR

The CONTRACTOR shall:

1. Contract Manager. Identify a Contract Manager who shall be the primary contact with the DEPARTMENT on behalf of the CONTRACTOR for this Contract.
2. Program of Services (and/or Products). Provide the program of services (and/or products) as set forth in Attachment A, Description of Services, which is made a part of this Contract. The program operated by the CONTRACTOR pursuant to this Contract must satisfy all mandatory State and Federal requirements. In providing said services under this Contract the CONTRACTOR agrees to conform to service eligibility priorities established by the DEPARTMENT.
3. Satisfy Licensure, Certification, and Accreditation Standards. Comply with all applicable State and Federal licensing standards and all other applicable standards as required by this Contract, to assure the quality of services provided under this Contract.
 - a. Compliance with Operating Guidelines. The CONTRACTOR agrees to abide by the DEPARTMENT's Operating Guidelines and to operate in accordance with the procedures delineated therein.
 - b. Notification of Status Change. The CONTRACTOR shall immediately notify the DEPARTMENT in writing of any change in the status of any accreditations, regulations, professional, program or other licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status is the result of the CONTRACTOR’s accreditation, licensure, or certification being suspended, revoked, or otherwise impaired in any jurisdiction, the CONTRACTOR understands that such change may be grounds for termination of the Contract. CONTRACTOR shall notify the DEPARTMENT of any criminal charges against or criminal investigations of CONTRACTOR.

- c. By signature on this contract, the CONTRACTOR represents that the CONTRACTOR and/or its Principals, along with its subcontractors and/or assignees under this contract, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for procurement or non-procurement activities by any Federal government department or agency.
4. Compliance with Laws and Regulations. Be responsible for full, current, and detailed knowledge of and compliance with published Federal and State laws, regulations, and guidelines (ie, Health Insurance Portability and Accountability Act (HIPAA) of 1996) pertinent to discharging the CONTRACTOR's duties and responsibilities hereunder.
 - a. Compliance with Drug-Free Work Place Act of 1988. If applicable, the CONTRACTOR agrees to comply with all the terms, requirements, and provisions of the Drug-Free Work Place Act of 1988 as detailed in the Governor's Certification Regarding Drug-Free Work Place Requirements that is available from the DEPARTMENT upon request.
5. Assistance with Federal Entitlement Revenue Maximization. In entering into this contract, the CONTRACTOR understands that, as a provider of services to children, they may be subject to the requirements of various Federal entitlement programs included in the Department's Cost Recovery initiative. The CONTRACTOR agrees to assist the department in its efforts to recover Federal funds by providing such information as enumerated below:
 - a. Proof of licensure, certification, accreditation, etc. or other information as may be necessary to support enrollment in the Delaware's Medical Assistance Program.
 - b. If applicable, a list of the usual and customary charges charged to other purchasers of service for the same type(s) of service purchased by the DEPARTMENT.
 - c. If enrolled in the Medicaid program of another state or the Federal Medicare program: the rates paid by those programs for the type(s) of service purchased by the DEPARTMENT, and notification of any current or prior sanctions or requests or pending requests for sanctions by the Centers for Medicare and Medicaid Services (CMSS), U.S. DHHS.
 - d. Identification of the proportion of any expenses, whether unit cost or cost reimbursable, charged to the DEPARTMENT that cover the cost of educational services (i.e. teacher salaries, textbooks, etc.).
 - e. If the CONTRACTOR is a non-accredited provider of residential mental health or behavioral rehabilitative services, the CONTRACTOR shall cooperate with the DEPARTMENT in identifying the proportion of expense incurred by the DEPARTMENT that may be covered by the Medicaid or Title IV-E (room and board) programs.
 - f. Documentation related to substantiating the provision of services to individual children.
6. Confidentiality. Establish appropriate restrictions and safeguards against access by unauthorized personnel to all data and records. Confidentiality of all data, records, and information obtained by the CONTRACTOR shall be governed by Federal and State statutes and regulations, and DEPARTMENT policy.
7. Cooperation with Third Parties. Cooperate fully with any other party, contractor, consultant, or agency identified by the DEPARTMENT in writing as necessary to the performance of this Contract.
8. Independent Contractor Status. Recognize that it is operating as an independent contractor and that it solely is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or damage to any and all property, of any nature, arising out of the CONTRACTOR's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, or resulting from, or arising out of any act or omission on the part of the CONTRACTOR in its negligent performance under this Contract. The CONTRACTOR agrees to save, hold harmless and defend the DEPARTMENT from any liability that may arise as a result of the CONTRACTOR's negligent performance under this Contract.
9. Insurance. Recognize that it can either elect to be self-insured or to carry professional liability insurance to deal with the above-described liability; provided, however, that proof of sufficient insurance or proof of sufficient assets for self-insurance may be required by the DEPARTMENT, upon request at any time, as a condition of this Contract.
10. Grievances. Establish a system through which recipients of services under this Contract may present grievances about said services or the operation of the service program. The CONTRACTOR shall advise recipients of this right and shall also advise applicants and recipients of their right to appeal the grievance to the DEPARTMENT.
11. Best Efforts for Supplies and Materials at Lowest Cost. The CONTRACTOR shall use its best efforts to obtain all supplies and materials incidental for use in the performance of this Contract at the lowest practicable cost and to contain its total costs where possible by competitive bidding whenever practical.

C. Duties of Both PARTIES

1. Communication. Formal communication concerning the Contract, program activities, treatment methods, reports, etc., shall be made via written correspondence between the Contract Managers of both PARTIES. Communications of a contractual nature shall be accomplished via written correspondence between designated officials of both PARTIES. Each PARTY shall designate, in writing, its authorized official representative to the other PARTY prior to the effective date of the Contract. Each PARTY shall notify the other, in writing, of any change of their official representative.

ARTICLE II: PAYMENT

- A. Contract Subject to Availability of Funds. This Contract is entered into subject to the availability of funds for the services covered by the Contract. In the event funding to the DEPARTMENT is not available or continued at an aggregate level sufficient to allow for purchase of the indicated quantity of agreed upon services, the obligations of each PARTY under this Contract shall thereupon be terminated. Any termination of this Contract resulting therefrom shall be without prejudice to any and all obligations and liabilities of either PARTY already accrued prior to such termination.
- B. Reimbursement Amount. The DEPARTMENT agrees to pay the CONTRACTOR as described in Attachment B.
- C. Requirement of Purchase Order. This Contract is subject to the CONTRACTOR's receipt of a Purchase Order, approved by the Department of Finance. The State of Delaware shall not be liable for expenditures made or services delivered prior to the CONTRACTOR's receipt of the Purchase Order.
- D. Withholding of Payments to the Contractor. The DEPARTMENT may throughout the contract period withhold payment for failure to provide goods or perform services as specified under this contract. The DEPARTMENT has a right to recovery and a right to withhold payment in the event of the CONTRACTOR's failure to deliver services or complete necessary records or deliverables. In the event of CONTRACTOR failure in the regular course of business and normal periodic billing to timely and adequately provide record documentation of services provided under this Contract, the DEPARTMENT may withhold the final amount of a billing or the specified portion of billing relating to such services until such adequate record documentation is received by the DEPARTMENT, provided that such documentation is received within a reasonable time following normal periodic billing and record documentation in the regular course of business for the services provided. In no event however shall the Department be liable for services provided for which a) the CONTRACTOR has not provided timely and adequate record documentation during the regular course of business and periodic billing, and b) the DEPARTMENT has thereafter reasonably requested or demanded adequate record documentation or billing for any services provided for a period of time at issue, and c) the CONTRACTOR has thereafter unreasonably delayed in providing billing or record documentation following such a request or demand for record documentation or billing.

ARTICLE III: ANTI-DISCRIMINATION

- A. Equal Employment Opportunity Practices. The CONTRACTOR agrees to comply with all the terms, provisions, and requirements of Title VII of the Civil Rights Act of 1964, Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations and any other applicable Federal, state, local, or other equal employment opportunity act, law, statute, regulation and policy, along with all amendments and revisions of these laws, in the performance of this Contract.
- B. Non-Discrimination Provisions and Requirements. The CONTRACTOR agrees to comply with all the terms, requirements, and provisions of Titles VI and VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and any other applicable Federal, State, local, or other anti-discriminatory act, law, statute, regulation, or policy, along with all amendments and revisions of these laws, in the performance of this Contract, and the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed or religion, age, sex, color, national or ethnic origin, disability, or upon any other discriminatory basis or criteria.

ARTICLE IV: TERMINATION

- A. Condition of Termination. This Contract may be terminated by: (1) The DEPARTMENT for any unsatisfactory performance of this Contract documented by the DEPARTMENT, including, but not limited to, failure of the CONTRACTOR to deliver satisfactory products or services, as specified, in a timely fashion, or (2) The DEPARTMENT or the CONTRACTOR for violation of any term or condition of this Contract upon thirty (30) days written notice to the other PARTY, or (3) The DEPARTMENT or the CONTRACTOR as a result of loss or reduction of funding for the stated services as described in Attachment A (Description of Services), effective immediately as provided by Article II.A of this Contract.
- B. Rights Upon Termination. In the event this Contract is terminated for any reason, the DEPARTMENT shall, in the case of cost reimbursable contracts, retain without cost ownership of all case records maintained by the CONTRACTOR in the execution of its duties hereunder. Upon written request from the DEPARTMENT, said CONTRACTOR shall provide copies of all case records within fifteen (15) days of receipt of the termination notice. In the event the CONTRACTOR fails to provide such records in a timely manner, the CONTRACTOR shall reimburse the DEPARTMENT for any legal or administrative costs associated with obtaining such records. Any service expenditure, specified under this Contract, incurred prior to the date of termination shall be authorized and paid for in accordance with the terms of the Contract even though payment occurs subsequent to the termination date.

ARTICLE V: ADMINISTRATIVE PROCEDURES

- A. Amendment, Modification and Waiver.
1. Procedure for Amendment. This Contract may be amended by written agreement duly executed by authorized officials of both PARTIES. No alteration, variation, modification or waiver of the terms and provisions of this Contract shall be valid unless made in writing and duly signed by the PARTIES. Every amendment shall specify the date on which its term and provision shall be effective.
 2. Nullification. In the event of amendments to current Federal or State of Delaware laws that nullify any term or provision of this Contract, the remainder of the Contract will remain unaffected.
 3. Waiver of Default. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by an authorized representative of the DEPARTMENT and attached to the original Contract.
- B. Notice Between the Parties. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested and granted or by registered or certified mail with return receipt requested. Either PARTY may change its address for notices and official formal correspondence upon five (5) days' written notice to the other.
- C. Coordination with Federal Funding. The CONTRACTOR certifies that any Federal funds to be used under this Contract do not replace or supplant State of Delaware or local funds for already-existing services. The CONTRACTOR warrants that any costs incurred pursuant to this Contract will not be allocable to or included as a cost of any other Federally financed program in the current, a prior, or a subsequent period. The CONTRACTOR further certifies that the services to be provided under this Contract are not already available without cost to persons eligible for social services under the Public Assistance Titles of the Social Security Act. In the event the DEPARTMENT will utilize Federal funds as all or part of the compensation agreed to hereunder, the CONTRACTOR shall execute the US Department of Health and Human Services Certification Regarding Lobbying required by section 1352, title 31 U.S. Code.
- D. Subcontracts. The CONTRACTOR shall not enter into any subcontract for any portion of the services covered by this Contract, except with the prior written approval of the DEPARTMENT, which shall not be unreasonably withheld. The requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, and other day-to-day operational expenses in support of staff providing the services covered by this Contract. No provision of this paragraph and no such approval by the DEPARTMENT of any subcontract shall be deemed in any

event or in any manner to provide for the incurrence of any obligation by the DEPARTMENT in addition to the total agreed upon cost under this Contract. For the purpose of this Agreement, licensed independent professionals including, but not limited to, physicians, psychologists, social workers and counselors shall not be considered “subcontractors” as that term is used in this paragraph.

- E. Non-Assignability. The CONTRACTOR shall not assign the contract or any portion thereof without prior written approval of the DEPARTMENT and subject to such conditions and provisions as the DEPARTMENT may deem necessary. No such approval by the DEPARTMENT of any assignment shall be deemed to provide for the incurrence of any obligations of the DEPARTMENT in addition to the total agreed upon price of the Contract.
- F. Interpretation.
1. Third Party Beneficiary Exclusion. This Contract is executed solely for the mutual benefit of the PARTIES. It is the express intention of the PARTIES that no provision of this Contract should be interpreted to convey any rights or benefits to any third party.
 2. Choice of Law. This Contract shall be interpreted and any disputes resolved according to the laws of the State of Delaware. The CONTRACTOR agrees to be bound by the laws of the State of Delaware and to bring any legal proceedings arising hereunder in a court of the State of Delaware. For the purpose of Federal jurisdiction, in any action in which the State of Delaware or the DEPARTMENT is a party, venue shall be in the United States District Court for the State of Delaware.
 3. Headings. The article, section and paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- G. Qualifications to Conduct Business. (Not applicable for Contracts with other Delaware State Agencies or Delaware Municipalities.)
1. Qualification to Provide Service. The CONTRACTOR warrants that it is qualified to do business in Delaware or the state in which services under this Contract shall be provided, and is not prohibited by its articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under this Contract.
 2. Documentation of Business Status. The CONTRACTOR shall submit to the Contract Manager copies of all licenses, accreditations, certifications, sanctions, and any other documents that may reasonably be required as specified by the DEPARTMENT. If the CONTRACTOR conducts business in Delaware, the CONTRACTOR must possess a valid Delaware Business License, obtainable from the State of Delaware Division of Revenue. The CONTRACTOR shall submit a copy of the license at the time of signature of the Contract; provided, however, that if the CONTRACTOR is a non-profit organization, the CONTRACTOR shall instead submit, at the time of signature of the Contract, written approval from the U.S. Internal Revenue Service of this non-profit status.
 3. Change in Business Status. The CONTRACTOR shall promptly notify the DEPARTMENT of any change in its ownership, business address, corporate status, and any other occurrence or anticipated occurrence that could materially impair the qualifications or ability of the CONTRACTOR to conduct business under this Contract.
 4. Suspension/Exclusion from Medicaid/Medicare. If the CONTRACTOR is suspended or excluded from participation in the Medicaid Assistance Program of the State of Delaware or another state or from the Medicare Program, or charged with sanctions or violation of such programs, the CONTRACTOR shall promptly notify the DEPARTMENT in writing of such charges, sanctions, violations, suspension or exclusion. CONTRACTOR agrees such suspension, exclusion, violations, sanctions, or charges may, at the DEPARTMENT’s discretion, be deemed a material breach of this Contract and good cause for immediate termination of this Contract, and the DEPARTMENT shall not be liable for any services provided after the date of such termination.
- H. Records and Audits.
1. Maintenance. The CONTRACTOR shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately document the provision of reimbursed services for purposes of programmatic or financial audit. The CONTRACTOR agrees to maintain specific program records and statistics as may be reasonably required by the DEPARTMENT. The CONTRACTOR agrees to preserve and, upon request, make available to the DEPARTMENT such records for a period of five (5) years from the date services were rendered by the CONTRACTOR. Records involving matters in litigation shall be retained for five years or one (1) year following the termination of such litigation (whichever is later).

2. Availability for Audits and Program Review. The CONTRACTOR agrees to make such records available for inspection, audit, or reproduction to any official State of Delaware representative in the performance of his/her duties under the Contract. The CONTRACTOR agrees that an on-site program review, including, but not limited to, review of service records and review of service policy and procedural issuances may be conducted at any reasonable time, with or without notice, by the DEPARTMENT when it is concerned with or about the services performed hereunder. Failure by the CONTRACTOR to accord the DEPARTMENT reasonable and timely access for on or off-site program review or to necessary records for programmatic or organizational audit may, at the DEPARTMENT'S discretion, be deemed a material breach of this Contract and good cause for immediate termination of this Contract, and the DEPARTMENT shall not be liable for any services provided after the date of such termination.
 3. Costs Owed. The cost of any Contract audit disallowances resulting from the examination of the CONTRACTOR's financial records will be borne by the CONTRACTOR. Reimbursement to the DEPARTMENT for disallowances shall be drawn from the CONTRACTOR's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
 4. Contract Termination. The CONTRACTOR shall maintain program records for a period of five (5) years from the date services were rendered by the CONTRACTOR and shall make these records available on request by the DEPARTMENT, notwithstanding any termination of this Contract.
- I. Assignment of Causes of Action Relating to Antitrust Laws. In the event the CONTRACTOR is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who produces particular goods or services to the CONTRACTOR that impact on the budget for this Contract, the CONTRACTOR agrees to reimburse the DEPARTMENT the pro rata portion of the damages awarded that are attributable to the goods and/or services used by the CONTRACTOR to fulfill the requirements of this Contract. In the event the CONTRACTOR refuses or neglects after reasonable notice by the DEPARTMENT to bring such antitrust action, the CONTRACTOR will be deemed to assign such action to the DEPARTMENT.

ORGANIZATION FACT SHEET

RFP Title: **IRT Services**

County Coverage of Proposal (circle all that apply): NCC KC SC

CORPORATE INFORMATION	
Corporation Name:	<div></div>
Home Office Address:	<div></div> <div></div> <div></div>
Contact Person:	<div></div>
Home Office Phone #:	<div></div>
Fax Number:	<div></div>
E-mail Address:	<div></div>

BIDDING OFFICE INFORMATION (IF DIFFERENT)	
Name:	<div></div>
Address:	<div></div> <div></div> <div></div>
Contact Person:	<div></div>
Contact Phone #:	<div></div>
Fax Number:	<div></div>
E-mail address:	<div></div>

Vendor EI#: _____

Delaware Business License#: _____
(Not required to bid)

A Delaware Business License is not required to bid, but is required at the time of contract signing **IF** the bidder will be providing services within the State of Delaware and agency is for profit.

PLEASE SIGN THIS AND SUBMIT WITH THE PROPOSAL

ASSURANCES

The bidder represents and certifies as a part of this offer that:

The organization will complete or provide any information necessary for enrollment in Medicaid requested by the Department, concerning, but not limited to, such areas as licensure and accreditation, Medicaid rates paid by other states for services provided by the organization, the usual and customary charges for medical services, and/or past sanctioning by the Centers for Medicare and Medicaid Services (CMS).

The organization will maintain records, documents, and other required evidence to adequately reflect the service under contract.

The organization agrees to maintain or to make available at a location within the State, such records as are necessary or deemed necessary by the Department to fully disclose and substantiate the nature and extent of items and services rendered to the Department clients, including all records necessary to verify the usual and customary charges for such items and services. Organizations that show cause may be exempted from maintaining records or from making such records available within the State.

The organization understands that all records shall be made available at once and without notice to authorized federal and state representatives, including but not limited to Delaware's Medicaid Fraud Control Unit, for the purpose of conducting audits to substantiate claims, costs, etc., and to determine compliance with federal and state regulations and statutes.

The organization shall retain medical, financial, and other supporting records relating to each claim for not less than five (5) years after the claim is submitted.

The organization will maintain accurate accounts, books, documents, and other evidentiary, accounting, and fiscal records in accordance with established methods of accounting.

In the event that the Contract with the organization is terminated, the organization's records shall remain subject to the Department's regulations.

The organization will physically secure and safeguard all sensitive and confidential information related to the service given. This includes service activities and case record materials.

The organization shall comply with the requirements for client confidentiality in accordance with 42 U.S.C. 290 and/or 290 cc-3.

The organization will cooperate with designated program monitors, consultants, or auditors from the Department of Services for Children, Youth and Their Families or the Criminal Justice Council in connection with reviewing the services offered under contract.

The organization will comply with all applicable State and Federal licensing, certification, and accreditation standards, including the Department's Generic Program Standards, and it will submit documentation of annual renewals of applicable licenses/certifications at whatever point they are renewed during the contract year.

The organization will not let subcontracts without prior approval from the contracting Division.

The organization will attempt to obtain all supplies and materials at the lowest practicable cost and to contain its total cost where possible by competitive bidding whenever feasible.

The organization will, upon signature of the contract, provide written assurance to the Department from its corporate counsel that the organization is qualified to do business in Delaware.

The organization agrees to comply with all requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Federal Equal Employment Opportunity and Non-Discrimination regulations, and any other federal, state, or local anti-discriminatory act, law, statute, regulation, or policy along with all amendments and revisions of these laws, in the performance of the contract. It will not discriminate against any applicant or employee or service recipient because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other discriminatory basis or criteria.

The organization shall comply with: the Uniform Alcoholism and Intoxication Treatment Act (16 Del.C., Chapter 22 as amended; Licensing of Drug Abuse Prevention, Control, Treatment, and Education Programs (16 Del.C., Chapter 48 as amended); Drug Free Work Place Act of 1988.

The organization shall comply, when applicable, with the Methadone Regulations (21 CFR, Part III), which prohibit use of methadone for children and youth.

The organization will establish a system through which clients receiving the service under contract may present grievances. Clients will be advised of their appeal rights by the organization.

The organization agrees that it is operating as an independent contractor and as such, it agrees to save and hold harmless the State from any liability which may arise as a result of the organization's negligence.

The organization will abide by the policies and procedures of the Department and will comply with all of the terms, conditions, and requirements as set forth in the contract. The organization understands that failure to comply with any of the terms, conditions, and provisions of the contract may result in delay, reduction, or denial of payment or in sanctions against the organization. The organization also understands that penalties may be imposed for failure to observe the terms of Section 1909, Title XIX of the Social Security Act.

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date

PLEASE SIGN THIS AND SUBMIT WITH THE PROPOSAL

CERTIFICATION, REPRESENTATION, AND ACKNOWLEDGEMENTS

By signing below, bidding contractors certify that:

- They are an established vendor in the services being procured
- They have the ability to fulfill all requirements specified for development within this RFP
- They have neither directly nor indirectly entered into an agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this proposal
- They are accurately representing their type of business and affiliations
- They have included in their quotation all costs necessary for or incidental to their total performance under contract
- They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency

The following conditions are understood and agreed to:

- No charges, other than those shown in the proposal, are to be levied upon the State as a result of a contract.
- The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date

RFP

STAFF QUALIFICATIONS SUMMARY

Please provide the following information for each staff member involved in the proposed project. If a position is vacant the bidder may instead provide the information for each type of position, indicating the number of positions proposed.

Name _____

Degree and Profession _____

Area of Study _____

Years experience in profession? _____ with bidding agency? _____

Licensure type/status (if applicable) _____

Taxonomy _____

If not licensed:

Name of licensed supervisor _____

Supervisor's licensure type/status _____

Supervisor's Taxonomy _____

Languages spoken _____

% of time in proposed project _____
(Based on full time equivalency)

Brief description of any special qualifications for this project _____
